



**AGREEMENT  
BETWEEN  
TOWN OF DARIEN  
AND  
DARIEN PUBLIC WORKS EMPLOYEES' UNION  
LOCAL 1303-292 OF CONNECTICUT COUNCIL #4  
OF THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES (AFSCME)  
AFL-CIO**

**July 1, 2017 – June 30, 2020**

**EXPIRES JUNE 30, 2017**

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## **AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the TOWN OF DARIEN (hereinafter referred to as the "Town") and DARIEN PUBLIC WORKS EMPLOYEES' unit, of The American Federation of State, County and Municipal Employees (hereinafter referred to as the "Union" or "AFSCME").

**WHEREAS**, the Union has represented to the Town that it has been authorized in writing by a majority of the Town's Employees in the hereinafter referred to bargaining unit for the purposes of bargaining collectively with respect to their wages, hours and working conditions; and

**WHEREAS**, the Town, as a result of such representation by the Union, has recognized the Union, pursuant to Section 7-468(b) of the General Statutes, as the exclusive collective bargaining representative of the Town's Employees in the hereinafter referred to unit; and

**WHEREAS**, the Union and the Town have negotiated an agreement covering wages, hours and working conditions for the Town's Employees in the hereinafter specified unit;

**NOW, THEREFORE**, the parties hereby agree as follows:

## **ARTICLE 1 RECOGNITION**

### **Section 1.1 Bargaining Unit**

The Town recognizes the Union as the exclusive bargaining representative of all regular full-time, hourly paid Town Employees regularly employed in the Department of Public Works (including Highway, Refuse Disposal Area, Sewer, Parking Division, and Town Hall and Mather Center Custodial Services) and maintenance employees regularly employed in the Parks and Recreation Department, excluding elected officials, administrative officials, board and commission members, part-time employees, temporary or seasonal employees, office and clerical employees, engineering employees, draftsmen, nurses, watchmen, guards and supervisors as defined in Public Act 159 (1965).

### **Section 1.2 Definitions**

The terms set forth below are hereby defined as follows for purposes of this Agreement:

**a. Director.** The term "Director" shall include and shall be defined to mean "Director of Public Works," and "Director of Parks and Recreation", or either or both of them or persons whom the Town assigns to act in their stead, as appropriate.

**b. Employee.** The term "Employee(s)" means a person or persons employed by the Town in a position which is included in the bargaining unit as defined in Section 1 of Article I, Recognition.

**c. Masculine Gender.** The words "he", "him" and "his" mean "he or she", "him or her" and "his or her," respectively.

### **Section 1.3 Job Descriptions**

Upon the effective date of this Agreement, the Town shall provide the Union President with a copy of each job description that the Town has promulgated for jobs within the bargaining unit as defined in Section 1.1, hereof. Thereafter, the Town shall provide any revised or additional descriptions to the Union President within thirty (30) days of their respective effective dates.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Except as explicitly limited by the specific provisions expressed in this Agreement, the entire management of the Department of Public Works and the Department of Parks and Recreation and the direction of their respective working forces including the right to direct, plan and control their operations, to hire, layoff, recall, transfer, promote, demote, suspend, discipline, discharge and direct Employees, to introduce new and improved methods, equipment and facilities and all other managerial powers traditionally vested in the Town shall remain vested in the Town.

## ARTICLE 3 UNION SECURITY

### Section 3.1 Agency Shop

- a. Each Employee and each Employee hired on or after the effective date of this Agreement, shall, upon the expiration of ten (10) weeks following the date of this Agreement or following his date of hire, whichever is later, as a condition of continued employment, either (i) become and remain a member of the Union in good standing by tendering to the Union the regular dues uniformly required of all Union members, or (ii) in lieu thereof, pay to the Union a regular, uniform service fee in an amount determined by the Union in accordance with applicable law.
- b. Within fifteen (15) working days after the receipt of a written request from the Union, the Town shall discharge any such Employee who has failed to comply with the requirements contained in Subsection (a) above.
- c. The Director will furnish to the President of the Union the names of newly hired Employees, together with their addresses, telephone numbers, effective dates of employment, the classification to which they will be assigned initially and their starting rates of pay.

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### Section 3.2 Check off of Dues

The Town shall make ~~weekly~~ deductions from the wages of each Employee in an amount equal to ~~1/52 of~~ the regular annual membership dues uniformly required of Union members or the uniform annual service fee, as appropriate, ~~divided over the number of pay periods in a year.~~ ~~provided that as a condition precedent to making such a deduction, the Employee from whose wages the deduction is to be made has delivered to the Town written authorization directing the Town to make such deduction.~~ ~~There shall be no more than fifty-two (52) dues deductions in any one calendar year.~~ The amounts so deducted in each month shall be transmitted to the Treasurer of Local 1303 no later than the ~~fifth-fourteenth~~ <sup>(14<sup>th</sup>)</sup> day of the ensuing month. The authorization signed by the Employee directing such deductions to be made must be voluntarily executed and must provide that the authorization is revocable at any time by the Employee. Notice of revocation, to be effective, must be delivered in writing to both the Town and the Union. Notice of increases in the regular membership dues and fees of the Union must be given to the Town at least ~~sixty-thirty~~ <sup>(60)</sup> days in advance of any increased deduction.

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### Section 3.3 Hold Harmless

The Union shall indemnify and hold the Town harmless against any claim made by any Employee against the Town or any of its officers or officials by reason of any action taken by the Town pursuant to Sections 1 and 2 above.

### Section 3.4 Bulletin Boards

The Town shall provide bulletin board space where Employees normally report for work, including but not limited to the Town Garage, Town Hall, Nearwater Lane Sewer Pump Station, and the place where Parks and Recreation Employees report to work, for use by the Union to post meeting notices, other notices of official Union business and as required by this Agreement.

## ARTICLE 4 HOURS OF WORK AND OVERTIME

### Section 4.1 Regular Hours

#### a. Regular Hours of Work

For all positions except as noted below: 7:00 a.m. - 3:30 p.m.

Custodian (1st Shift)	7:00 a.m. - 3:30 p.m.
Custodian (2nd Shift)	12:00 p.m. - 8:30 p.m.
Custodian (3rd Shift)	2:30 p.m. - 11:00 p.m.
Custodian (Tues.-Sat.)	2:30 p.m. - 11:00 p.m. (Tues.-Fri.) 7:00 a.m. - 3:30 p.m. (Sat.)
<del>Parking Ranger No.1</del>	<del>7:30 a.m. - 4:00 p.m.</del>
<del>Parking Ranger No.2</del>	<del>7:00 a.m. - 3:30 p.m.</del>
Scale Operator	7:00 a.m. - 3:00 p.m. (paid lunch)
Recycling Attendant	7:00 a.m. - 3:00 p.m. (paid lunch)

The Town may make reasonable changes in starting and/or quitting times upon seven (7) days' notice to the Employee(s) and to the Union.

- b. Regular Work Week and Regular Work Day.** Forty (40) hours worked in a payroll week constitutes a regular work week and eight (8) hours worked on a shift constitutes a regular work day.

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- c. Lunch Break.** Each Employee shall be given a one-half (½) hour unpaid lunch period per regular workday except that employee(s) whose work assignment(s) prevent them from leaving their work stations during lunch shall be given a one-half (½) hour paid lunch.

### Section 4.2 Overtime Hours

- a. In General.** All work performed in excess of eight (8) hours on a shift and forty (40) hours in any payroll week shall be paid for at one and one-half (1½) times the Employee's regular straight-time hourly rate.

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- b. Sunday and After-Midnight Snow Removal Work.** All work performed on Sunday and all work performed in snow removal operations between the hours of midnight and 7:00 a.m. shall be paid for at two (2) times the Employee's regular straight-time hourly rate, provided the Employee has worked and/or has been on charged leave for at least forty (40) hours in the immediately preceding five (5) work days. If the Employee has not worked or been on charged leave for the base forty (40) hours, such pay will revert to straight time.

- c. Continuous Hours.** When an Employee is required to work during snow and ice operations for sixteen (16) continuous hours, he/she shall be given eight (8) hours off with pay. Such time shall be taken within one hundred eighty (180) calendar days. Time off shall be subject to the operating needs of the department and require prior approval of the supervisor which will not be unreasonably withheld.

- d. Holiday Work.** All work performed on a day recognized by the Town as a holiday set forth in ~~Article VI~~, Section 6.1, of this Agreement shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate.

- e. Pyramiding.** There shall be no pyramiding of overtime.

f. **Scheduling.** Voluntary overtime lists will be compiled based on work assignments within each division of Public Works and Parks and Recreation. Each list will identify the division's overtime assignment and those individuals qualified to perform the assignment. (See attached list for example of overtime assignments.) Assignments will be initially offered in seniority order and then equalized on a fiscal year basis. Employees must work overtime as assigned unless excused by the Director.

An Employee offered an assignment who refuses the assignment will be charged with the number of hours equal to the assignment as if he had worked it and will be placed on the list in accordance with the total number of hours worked and/or declined.

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If no volunteer is found, the least senior qualified Employee will be involuntarily assigned to the overtime.

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Employees who are not qualified to work specific assignments may request to be trained to become qualified to be placed on the list. Voluntary overtime will be distributed as equally as practicable with a new list promulgated each July 1.

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Overtime generated as a result of snow storms or other general emergencies that generally require the majority of Employees to work will not be included in the Voluntary overtime lists and will not be subject to equalization.

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Overtime opportunities will be offered to union Employees before being offered to non-union Employees, whenever possible. If no Union member volunteers for the overtime opportunity, non-union members will be given the opportunity to work the overtime.

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When the Parks and Recreation Department has pre-scheduled overtime, it will be posted at least five (5) working days in advance of the assignment (when possible). In the event that no union member has signed up for the pre-scheduled overtime assignment three (3) working days before the assignment, non-union Employees will then be given the opportunity to sign up for the pre-scheduled overtime. If, on the last working day before the assignment, no one has volunteered for the pre-scheduled overtime opportunity, the least senior qualified union member will be involuntarily assigned the overtime. Pre-scheduled overtime will be equalized in the same manner as all other overtime.

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An Employee who is out of work due to either a work-related or non-work-related illness or injury when an overtime opportunity arises shall be deemed to have refused the opportunity and charged with the appropriate number of overtime hours.

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g. **Compensatory Time.** In lieu of paying an Employee for time he or she works in excess of his or her normal workday, the Town and Employee may agree for the Employee to receive compensatory time off for all or a portion of such time the Employee works, as assigned, in accordance with the requirements of applicable wage-hour laws. Barring such agreement normal overtime will be paid.

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**Section 4.3 Snow Plowing** *(language just moved within the contract)*

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When plowing snow or spreading of ice-control materials, Employees shall be provided with a rest period of at least four (4) hours once they have been sent home. If they are required to report back within a time interval of less than four (4) hours, they shall be paid straight through at straight-time from the time they were sent home as if there had been no such rest period (i.e., break in service).

This provision shall apply to all periods of time when snow plowing or spreading ice-control



materials are being performed whether it is during the normal hours of work or on overtime. This provision shall not apply when Employees have not been engaged in snow plowing or spreading of ice-control materials between 12:00 noon and the end of the normal work day.

**Section 4.3-4 Call Back**

Employees who report for work as directed after having been called-in to work at hours outside their scheduled shift shall be guaranteed a minimum of three (3) hours' work or pay at the applicable overtime rate.

**Section 4.4-5 Calls**

An employee who receives a computer generated automated call that requires him to take action while he is off duty but does not require him to return to the local work site to take said action will be entitled to one (1) hour of overtime for the inconvenience of receiving a call while off duty. If the automated call requires the employee to return to the work site he shall be entitled to overtime in accordance with Section 4.3-4 above.

**ARTICLE 5  
WAGES AND RATES OF PAY**

**Section 5.1 Wage Rates**

**a. ~~a.~~ Pay Period.** The pay period is two (2) weeks in length beginning on a Sunday and ending on a Saturday fourteen (14) days later. Payment of wages shall be through Direct Deposit on the Thursday after the end of the pay period. In the event that both of the other two Town bargaining units agree to move to a Friday check date, Employees of this bargaining unit will also go to a Friday check date.

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**b. Increases in Wage Rates.** Increases to wage rates are as follows: effective 7/1/17 – 2.25%; effective 7/1/18 – 2.25%; and effective 7/1/19 – 2.00%.

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**~~a-c.~~ Starting Rates.** Employees newly hired during the term of this Agreement shall be paid no less than the regular straight-time hourly rate for Step 1 of the Labor Grade to which they are assigned. Notwithstanding any provision of this Agreement, including Appendix A, to the contrary, no Employee shall receive an increase in pay or move from one Step to another prior to successfully completing six (6) consecutive months worked.

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The parties agree to review the Town's practice with regard to the initial step placement of new employees for the purpose of determining any inequities and to address such inequities with regard to future placements.

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**~~b-d.~~ Current Positions.** Regular straight-time hourly rates of pay for each year of this Agreement are set forth in Appendix A, attached hereto.

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**~~e-g.~~ Incremental Advancement.** Employees hired before July 1, 2004, shall advance from one Step to another on July 1<sup>st</sup> annually. Employees hired after July 1, 2004, shall, after their initial placement on the Grade and Step schedule, advance from one Step to another on their respective anniversary dates of employment, but not before they have completed six (6) months of employment.

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**~~d-f.~~ New Positions.** Wage rates for classifications newly established by the Town during the period covered by this Agreement will be negotiated with the Union.

**~~e-g.~~ Promotions.** Any Employee whom the Town promotes from a position in one Labor Grade to a different position in a higher Labor Grade will be placed at the lowest Step in the higher Labor Grade that has a regular straight-time hourly rate no less than two percent (2%) higher than that of the position to which the Employee was previously assigned. Any increase that such promotion yields will be effective the next pay period following the effective date of the promotion. Notwithstanding any other provision of this Agreement, Employees who are promoted will not be eligible for step advancement until they have successfully completed six (6) month service in the position to which they have been promoted.

Employees who are promoted shall continue to advance from one Step to another in accordance with their original step movement date (either July 1 or their anniversary date). If an employee has not completed six (6) months of employment in a promotional position on his designated step movement date, he shall advance a step on the date in which he completes six months of employment and return to his normal designated step movement date thereafter.

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For example, if Employee A is hired on March 1, 2010, his designated step movement date will be March 1. However, if he is promoted to a new position on February 1, 2012, he would not be eligible to move a step on March 1, 2012, because he has not been employed in his

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promotional position for six (6) months. He would move a step in his promotion position on August 1 2012, and thereafter move a step each March 1.

**4. Demotions.** A demotion is a transfer, for any reason, to a Labor Grade that has a lower maximum hourly rate than the maximum hourly rate of the Employee's current Labor Grade. Notwithstanding any other provision of this Agreement, a demoted Employee will be placed on the highest Step in the Labor Grade to which he or she is demoted which carries a regular straight-time hourly rate lower than the Employee's hourly rate of pay prior to the demotion.

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## Section 5.2 Longevity

### Schedule,

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**a.** Effective July 1, 2016, each Employee hired on or before July 1, 2015, shall upon completion of the lengths of service set forth below (the Employee's "Qualifying Anniversary Date"), receive the following annual longevity bonuses:

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Employees hired after July 1, 2015, shall not be eligible for longevity bonuses.

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**b.** The Town shall, for each Employee eligible or who becomes eligible for an annual Longevity Bonus set forth above, convert the annual Longevity Bonus to an hourly rate (the "Hourly Longevity Rate") and, as described below, add the Hourly Longevity Rate to the regular straight-time hourly rate at which the eligible Employee is paid pursuant to Appendix A.

**(1) - (4)** For each Employee who became eligible for a Longevity Bonus on or before June 30, 2004, the applicable Hourly Longevity Rate shall be added to the eligible Employee's regular straight-time hourly rate of pay for services he or she performs on and after July 1, 2004.

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Years	Annual Amount	Hourly Amount
Ten (10) Years	\$500.00	.24C
Fifteen (15) Years	\$800.00	.38C
Twenty (20) Years	\$1,000.00	.48C
Twenty-Five (25) Years	\$1,250.00	.60C

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**(2) - (2)** For each Employee who, during the term of this Agreement, attains a Qualifying Anniversary Date either (i) to become eligible for a Longevity Bonus for the first time or (ii) to become eligible for a higher Longevity Bonus than that for which he or she was eligible previously, the new Hourly Longevity Rate for such Employee shall become effective at the start of the first pay period next following the Employee's Qualifying Anniversary Date.

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**(3) - (3)** In all cases, the aforesaid annual Longevity Bonuses shall be non-cumulative, regardless of the form in which they are paid. No Hourly Longevity Rates shall be payable by the Town before the next pay period beginning after the Employee's Qualifying Anniversary Date.

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**c. Determination of Length of Service.** In all cases, in order to qualify for said bonuses, an Employee's length of service will be determined as of his anniversary date.

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## Section 5.3 Education Reimbursement

**a.** Employees shall be eligible for reimbursement of the expense of tuition for courses of study

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relevant to their Department that they successfully complete, provided:

No reimbursement shall be paid for any such course of study unless the course has been approved in advance by the Town Administrator, upon the recommendation of the Director.

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Each such course of study must be, in the judgment of the Town Administrator, relevant to the work done by the Employee in his current position or performed in Union positions to which such Employee might reasonably be promoted.

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In courses that are graded, a grade of "C" or better must be obtained.

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Any such course is commenced after the effective date of this Agreement.

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- b. If an Employee who has received a reimbursement voluntarily quits or retires or is discharged from the Town's employ within two (2) years after having been reimbursed, the Town shall be entitled, without prior notice, to deduct from the Employee's final pay and other monies due the Employee upon termination of employment an amount equal to the applicable reimbursement.

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## **ARTICLE 6 HOLIDAYS**

### **Section 6.1 Schedule.**

Employees eligible for holiday pay shall be paid eight (8) hours pay at their respective regular straight-time hourly rates for the following holidays (four (4) hours pay for each half-day holiday):

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

### **Section 6.2 Holidays on scheduled days off**

In the event a Town holiday falls on an employee's regularly scheduled day off the Town shall schedule the holiday on an alternative day for which the employee is scheduled to work and the employee shall be compensated for the alternative holiday at the employee's straight time hourly rate for the number of hours that the employee is regularly scheduled to work.

Additionally, if the employee is called in to work on the holiday or the alternative holiday, he/she shall be compensated in accordance with [Article-Section 4.2\(d\)](#) ~~Section 2-e~~ of this Agreement.

### **Section 6.3 Holidays on Weekend Days**

Holidays falling on Sunday are observed on the following Monday. Holidays falling on Saturday are observed on the preceding Friday.

### **Section 6.4 Eligibility**

To be eligible for holiday pay, an Employee must work his last scheduled work day before the holiday and his first scheduled work day after the holiday, unless he submits proof of illness. For purposes of this section, an Employee on suspension will not be deemed to be scheduled for work.

### **Section 6.5 Holidays During Vacation**

Eligible Employees on vacation during a week in which one of the above-listed holidays falls shall receive an extra day's vacation with pay in lieu of such holiday.

## ARTICLE 7 VACATIONS

### Section 7.1 Vacation Eligibility.

Employees who have successfully completed their respective probationary periods will be entitled to vacations with pay in accordance with the following schedule:

Term of Service	Maximum Vacation Earned Per Month		Maximum Vacation Earned Per Year		Maximum Vacation Accumulation Per Sec. 7.2	
	Days	Hours	Days	Hours	Days	Hours
From date of hire until successful completion of four (4) years	0.83	6.64	10	80	20	160
After completion of four (4) years	1.25	10.00	15	120	30	240
After completion of ten (10) years	1.66	13.33	20	160	40	320
After completion of twenty (20) years	2.083	16.66	25	200	50	400

### Section 7.2 Carry-Over

Vacations are generally to be taken in the fiscal year earned, but may be accumulated up to but not exceeding an amount representing two years' accumulation.

Each employee shall have the option of being paid for all accrued and unused vacation time, except for two (2) weeks. ~~Employees must indicate their intent to exercise this option within thirty (30) days of ratification of this Agreement by both parties.~~ Once an employee has exercised this option, he shall not be permitted to carryover more than two (2) weeks of unused vacation each year and any unused and accrued vacation time in excess of two (2) weeks shall be paid at the rate in which it was earned in the first paycheck following June 30<sup>th</sup> of each year.

### Section 7.3 Vacation Paid at Termination or Military Leave

In the event of Military leave or termination, the Employee involved shall be paid all current vacation pay accrued to him as of the time he leaves his employment.

### Section 7.4 Vacation Pay Rate

An Employee's vacation pay shall be based upon his regular straight-time hourly rate in effect at the time that he takes his vacation.

### Section 7.5 Vacation Scheduling

Vacation time-off shall be scheduled at the discretion of the Director who shall consider the desires of the Employees and the needs of the department in arriving at the vacation schedule.

**Section 7.6 Payment of Vacation to Estate**

In the event of death of an Employee, his beneficiary or estate shall be paid all current vacation pay accrued to him but unused as of his date of death.

**Section 7.7 Report of Use**

The Town shall include in an Employee's paycheck the number of sick, personal and vacation days accumulated and used by the Employee during that pay period.

## ARTICLE 8 LEAVE PROVISIONS

### Section 8.1 Absence and Tardiness

Employees are required to report to work when scheduled and to be ready to start work on time. Unexcused absence and tardiness will subject an Employee to disciplinary action, including discharge.

### Section 8.2 Sick Leave

- a. **Accumulation Rate.** For employees hired prior to July 1, 2017 - Paid sick leave at the Employee's regular straight-time hourly rate is granted to all regular full-time Employees on the basis of one (1) day of sick leave for each month of service up to a maximum of twelve (12) days per year during the first ten (10) years of service and, thereafter, one and one-half (1 1/2) days of sick leave for each month of service up to a maximum of eighteen (18) days per year.

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For employees hired on and after July 1, 2017 - Paid sick leave at the Employee's regular straight-time hourly rate is granted to all regular full-time Employees on the basis of one (1) day of sick leave for each month of service up to a maximum of twelve (12) days per year during the first fifteen (15) years of service and, thereafter, one and one-quarter (1.25) days of sick leave for each month of service up to a maximum of fifteen (15) days per year.

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- b. **Payment of Accumulated Sick Leave.** Employees will be permitted to accumulate unused sick leave days beyond 150 days and, at retirement, will receive one (1) day's pay for every three (3) days of unused sick leave in excess of 150 days. Payment will be made at retirement by a separate check. This payment will not be included in the computation of the Employee's pension benefit. No payment will be made for any time less than 153 days. Payment for time over 153 days will be pro-rated to the nearest hour, where necessary. Employees hired after April 1, 1998, will not be entitled to payment for accumulated unused sick leave upon retirement.

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- c. **Doctor's Certificate.** Sick leave is counted from the first day of illness and will include only those days upon which the Employee would have been assigned to work had he been healthy. The Director may require an Employee who is absent on sick leave for more than three (3) consecutive working days to submit a medical doctor's certificate.

- d. **Verification of absence.** Regardless of the number of days the employee is absent from work, nothing herein will be construed so as to limit in any way the Town's right to verify the legitimacy of any absence or any claim for a sick day or to require an Employee to provide the Town with proof, satisfactory to the Town, that the employee is (A) too sick or otherwise medically incapacitated to work as assigned and/or (B) medically fit to perform the duties of the assigned job as a condition of returning to work.

An employee who has given notice of resignation or retirement must provide proof of illness to be paid for any sick time used during the notice period.

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If the Town requests medical documentation from a physician to support the legitimacy of any absence in accordance with section (d) of this Article, it will reimburse the employee for the out-of-pocket office visit expense out of pocket to pay, upon request.

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- e. **Extension of Sick Leave.** In special circumstances, sick leave may be extended by the Board of Selectmen at its discretion to an Employee suffering from a major ailment.

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### Section 8.3 Personal Leave of Absence

- a. Bereavement Leave.** An absence without loss of regular pay for up to ~~three-five (35) normal~~ work days shall be granted to an Employee who has a death of his mother, father, spouse, child, or step-child. An absence without loss of regular pay for up to three (3) normal work days shall be granted to an Employee who has a death of his sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, parent-in-law, grandchild or grandparents, in his immediate family (mother, father, spouse, sister, brother, child, mother-in-law, father-in-law and grandparents). An absence without loss of regular pay of one (1) workday shall be granted to an Employee to attend the funeral of an aunt or uncle.
- b. Personal Business.** A leave of absence without loss of regular pay for up to two (2) working days per fiscal year shall be granted to an Employee who has personal business to attend to provided that the Employee requests permission to be absent a reasonable time after he learns of his need to be absent and he informs the Director of the reasons for his absence. Personal business refers to a personal obligation (e.g. court appearances, house closings, parent/teacher school conferences, etc.) which can only reasonably be accomplished on that workday for which leave is requested and cannot reasonably be done during non-working hours. Such leave shall not be unreasonably withheld.

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### Section 8.4 Jury Duty

An Employee required to serve on Jury ~~duty-Duty~~ shall be paid the difference between his or her regular day's pay based on eight (8) hours' pay at the Employee's regular straight-time hourly rate and the daily jury allowance.

### Section 8.5 Military Leave

- a. Military Reserve Duty.** An Employee may be granted time off without pay to discharge his obligation for Military Reserve duty. Such time off shall not be counted against the Employee's vacation time unless he chooses to do so, in which event he shall receive his vacation pay for such time off in accordance with the provisions of Article 7, above.
- b. Active Military Service.** Employees will be granted Military Leaves of Absence without pay in accordance with the requirements of the Federal Universal Military Training and Service Act, as amended.
- c. Discharge from Active Service.** Upon discharge from active military service, Employee's opportunity for re-employment shall be governed by the provisions of Section 7-462 of the Connecticut General Statutes.

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### Section 8.6 Volunteer Fire Service

Any Employee who is a volunteer of the Darien, Noroton or Noroton Heights Fire Departments will be entitled to respond to his duties without loss of pay, provided that such Employee is not handling an emergency in his or her department and that the Employee's departure will not disrupt the operation of his or her department.

### Section 8.7 Family and Medical Leave

Eligibility for family and medical leave will be determined in accordance with and subject to the applicable provisions of the federal Family and Medical Leave Act.

### Section 8.8 Union Leave

The Union President, Vice President, and/or members of the Union Executive Committee may be granted up to a cumulative twenty (20) hours collectively of on-site time off without loss of pay annually (July 1 to June 30) to resolve any issues or matters that may arise related to the Collective Bargaining Agreement. This union leave time is in addition to any time spent handling grievances, Municipal Prohibited Practices, and Loudermill hearings and use of such union leave shall be noted on each Employee's time sheet/leave report.

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## ARTICLE 9 GROUP INSURANCE

### Section 9.1 Medical Plan

The Town shall make available to all eligible, regular, full-time Employees and their eligible dependents group medical coverage (the “**Medical Plan**”) at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Medical Plan documents and in this Article.

~~Section 9.1 Medical Plan. Effective July 1, 2012 the Public Works members will have the existing Health Insurance plan benefit plan modified as follows:—~~

~~—~~

~~Office Visits \$20—~~

~~Hospital \$250 per admission—~~

~~Urgent Care \$50—~~

~~Emergency Room \$75—~~

~~Deductive \$500/\$1000/\$1500—~~

~~Outpatient Surgery \$150—~~

~~Cost share maximum \$1000/\$2000/\$4500—~~

~~(Summary of Benefits Exhibit 1)—~~

~~—~~

~~Effective July 1, 2012 employees will be offered the opportunity to enroll in a High Deductible Health Care Plan/Health Saving Account Plan (Exhibit 1).—~~

~~—~~

### Section 9.2 Prescription Drug Plan

The Town shall, either as part of the Medical Plan described above or, at the Town’s discretion, in a separate plan, make available to all eligible, regular, full-time Employees and their eligible dependents group prescription drug coverage (the “**Prescription Drug Plan**”) at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Prescription Drug Plan documents and in this Article.

~~Effective July 1, 2012-2018, the Prescription Drug Plan shall include the MAC B provision: Employee Co-pays and managed care plan for prescription drugs shall be implemented in accordance with Exhibit 1.—~~

~~MAC B – The Employee is responsible for the lowest copay, plus the cost difference between the brand and generic if the brand is dispensed when requested by the employee. If brand is dispensed because the physician wrote “dispense as written, no substitutes” then the Employee only pays the brand copay.~~

~~—~~

~~Prescription \$7/\$15/\$30—~~

~~—~~

~~Managed care with the following edits:—~~

~~Step Therapy—~~

~~Prior Authorization—~~

~~Quantity Limits—~~

~~—~~

### Section 9.3 Dental Plan

The Town shall make available to all eligible, regular, full-time Employees and their eligible

dependents group dental coverage (the “**Dental Plan**”) at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement, in accordance with and subject to the terms and conditions set forth in the Dental Plan documents and in this Article. Effective July 1, 2018, the Town shall also make available to all eligible, regular full-time Employees and their eligible dependents an optional “buy-up” group dental plan that includes tooth implant and adult orthodontia coverage provisions and the Town shall not pay more than the cost of the existing basic dental plan.

#### Section 9.4 Vision Plan

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Effective July 1, 2018, the Town shall make available to all eligible, regular full-time Employees and their eligible dependents a group vision plan and the Town shall pay 50% of the premium cost.

#### Section 9.4.5 Cost

The Town shall be required to pay no more than the percent identified below of the premium cost for coverage of an eligible Employee and his or her eligible dependents under any Medical Plan and for coverage under the Prescription Drug Plan that the Town offers pursuant to this Agreement.

The Town’s share of the premium cost for the Medical Plan, Prescription Drug Plan (whether incorporated as part of the Medical Plan or not) and the Dental Plan offered pursuant to this Agreement shall be as follows:

- (a) Dental Plan: ~~Effective as of July 1, 2015~~ The Town shall continue to pay ~~ninety percent (90%)~~ of the premium cost for coverage of an eligible Employee and his or her eligible dependents under the Dental Plan that the Town offers pursuant to this Agreement.

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- (b) High Deductible Health Plan/Health Savings Account

~~Effective July 1, 2015, the Town shall continue to pay ninety four percent (94%) of the premium cost for coverage of an eligible Employee and his or her eligible dependents under the High Deductible Health Plan (HDHP) offered pursuant to this Agreement shall be as follows:~~

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- Effective July 1, 2018, the Town shall pay 92% of the premium cost
- Effective July 1, 2019, the Town shall pay 91.5% of the premium cost
- Effective June 30, 2020, the Town shall pay 90.5% of the premium cost

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~~Effective July 1, 2016, the only medical/prescription plan offered by the Town will be the HDHP with a single person deductible of \$2000 and a two person/family deductible of \$4000 as outlined in Appendix A.~~

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~~The Town will continue to make enrollment in a Health Savings Account (H:S:A-) available and make the following contributions contribute 50% of the Employees’ HDHP deductible during the first week of July to the H:S:A-:~~

~~Effective July 1, 2014, The Town will pay 50% of the Employee’s HDHP deductible during the first week of July.~~

-

~~Effective July 1, 2015, The Town will pay 50% of the Employee’s HDHP deductible during the first week of July.~~

-

~~Effective July 1, 2016, The Town will pay 50% of the Employee’s HDHP deductible during the first week of July.~~

-

If an Employee is precluded from fully participating in the Health Savings Account because he or she does not meet the minimum requirements of federal tax law and/or regulations, the Town shall provide the Employee with access to a Health Reimbursement Account (H-R-A-). The Town's annual contribution to the HRA shall not exceed its annual contribution to the H-S-A- based on the Employee's coverage.

#### **Section 9.5-6 Cost Savings Opportunities ~~Effective July 1, 2016~~**

~~Each July, the Town will pay to each Employee who, in the immediately preceding fiscal year, switched from a more expensive to a less expensive Town-sponsored Medical Plan an amount equal to one third (1/3) of the cost savings actually realized by the Town with respect to such Employee over the course of the immediately preceding fiscal year as a direct result of such switch.~~

Each Employee covered by the Town's Medical/Prescription Drug Plan shall have the option, during the Town's annual open-enrollment period, to reject coverage under such Plan and receive in lieu of such coverage a payment equal to one-third (1/3) of the annual premium cost for the least expensive health plan offered by the Town at the level of coverage in which the Employee is eligible at the time of the annual open enrollment (Employee only, Employee plus one, family etc.) Such payment in lieu of coverage shall be available in each Plan Year in which the Employee elects to reject such coverage during the annual open-enrollment period.

Each Employee who rejects coverage under ~~either or both of such~~ the Town-sponsored Plans as provided in ~~the preceding subparagraph (b) above~~ may, at his or her option during the Town's next annual open-enrollment period, apply to reinstate coverage ~~under either or both such the Plans~~ previously rejected provided the Employee authorizes the Town to resume deducting the Employee's premium share for such coverage, ~~described above~~, from his or her regular pay. If the Employee applies because he or she has lost coverage due to the death of a spouse, divorce or legal separation or termination of spouse's employment, the Employee will be reinstated on the first day of the month following the approval of the application. Employees who once rejected such coverage and apply for reinstatement of coverage under ~~either of both such the Plans~~ shall not have to prove insurability.

~~To be eligible to receive the one third (1/3) payment as provided in subparagraphs (a) or (b) above, an Employee must have been enrolled on or before June 1, 2003 and must be an active participant in the plans from which the Employee is rejecting coverage.~~

#### **Section 9.6-7 Reimbursement Account Plan**

The Town will continue, pursuant to the provisions of Section 125 of the Internal Revenue Code, a Reimbursement Account Plan (an "RA Plan") for the purpose of enabling eligible Employees to divert a portion of their gross pay, prior to reduction for federal income or ~~social-Social security~~ Security taxes, into an account from which, during the course of the Plan Year, they can be reimbursed for their share of Group Insurance Premiums (Premium Conversion), Health Care costs (Health Care Reimbursement) which are not covered by the Medical or Dental Plans described in this Article, and Dependent Care costs (Dependent Care Reimbursement). Each Employee will be permitted to divert a maximum of \$5,000 per Twelve Month-Year for Dependent Care and \$1,500 per Plan Year for Health Care Reimbursement. There is no specific maximum limit in this Agreement for Premium Conversion, but all diversions of income to the RA Plan are subject to applicable provisions of the Internal Revenue Code.

In addition, the following provisions will apply:

- a. Under no circumstances will the Town be required to contribute any monies to the RA Plan or to ~~any~~ any account established pursuant thereto.

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b. The RA Plan year will coincide with the Group Insurance Plan year, which, as of the effective date of this agreement, begins ~~March-July 1<sup>st</sup>~~ annually.

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c. Each Employee desiring to participate in the RA Plan must apply, enroll and submit the required information during the month immediately preceding the Plan Year (Plan Year is ~~January-July 1 - December-June 30~~).

d. As a condition precedent to the establishment of an account under the RA Plan, the Employee must submit to the RA Plan Administrator, on forms approved by the Town, written authorization for the Town to deduct from his or her pay the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.

e. If the employment of an Employee terminates for any reason while he or she is a participant in the RA Plan, the Employee will be permitted to withdraw the unencumbered balance from his RA Plan Account.

f. Unexpended balances in each RA Account at the end of each Plan Year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description contained in the insurance booklet issued by the carrier. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with the terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year that the RA Plan may fail to satisfy any non-discrimination requirement imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he deems appropriate, under rules uniformly applicable to similarly situated participants.

#### Section 9.7-8 Life Insurance

The Town shall provide its regular full-time Employees with group term life insurance coverage, at no premium cost to them; in an amount equal to their respective base annual earnings (i.e., 2080 hours x their respective regular straight-time hourly rates of pay as of July 1st of the fiscal year). The parties agree that life insurance coverage for full-time employees will not be reduced at age 70; however, the Town reserves the right to determine the method of providing the coverage of those employees over 70 years of age.

#### Section 9.8-9 Long-Term Disability.

The Town will make long-term disability coverage available to each eligible Employee who has satisfactorily completed at least six (6) months of continuous service and who has been absent for at least six (6) consecutive months due to the disability. Such an Employee will receive benefits equal to sixty percent (60%) of the eligible Employee's regular daily rate of pay. Benefit payments will be reduced by any amount paid the Employee through workers' compensation, ~~social~~ Social security Security and any other offset, in accordance with the terms of the long-term disability insurance plan.

#### Section 9.9-10 Disputes Relating to Benefits

Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Town to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier or the outside Plan Administrator and shall not subject the Town to any claim in any forum. In no event shall the Town be considered to be an insurer or a guarantor of any covered services or benefits.

| **Section 9.40-11 Change of Carriers**

Nothing provided herein shall be construed or applied to discontinue or curtail the Town's inherent right to change insurance carriers or to self-insure in whole or in part, at any time, provided the coverage described in this Agreement continues to be made available at a level that is substantially equivalent to the level of covered services available under the Plans in effect as of the effective date of this Agreement. The Union will be notified of the Town's plan to change carriers at least thirty (30) days in advance of the effective date of such change, and Employees will be notified of Plan changes made as a result of a change in carriers.

**ARTICLE 10**  
**PENSION**

**Section 10.1 Pension Plan**

Pensions for Employees shall be governed by and subject to the terms and conditions set forth in the  
| “Town of Darien Employee Retirement Plan.”;

**Section 10.2 Employee Participation on Pension Board**

Annually, during the month of May, the Town shall conduct an election among all persons employed by the Town who are covered by the Pension Plan for the purpose of electing one such person as a member of the Pension Board for one fiscal year beginning the ensuing July 1. In the event the person so elected fails to complete his or her term, the Town shall, in the month immediately following the incumbent's departure, conduct an election to choose a replacement for the balance of the term from among the persons covered by the Pension Plan.



## ARTICLE 11 SAFETY AND WORKING CONDITIONS

### Section 11.1 Physical Examinations

- a. **Pre-employment Physical.** As a condition of employment, applicants for work must pass a physical examination paid for by the Town and administered by a doctor selected by the Town.
- b. **Routine Physical.** The Town will notify an Employee when it requires him or her to take a routine physical examination. Such exam will be administered by the Employee's doctor not more than once every other year. The Town will reimburse the Employee up to a maximum of \$135 for each such physical examination upon presentation to the Director of the doctor's bill and examination results.

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### Section 11.2 Work Clothing and Safety Equipment

- a. **Protective Gear.** The Town will furnish hard hats where overhead hazards exist and will furnish raincoats, boots, and protective pants where the Director deems such clothing to be advisable, provided, however, that Employees will be required to wear such clothing and hardhats when assigned.
- b. **Work Clothing Allowance.** The Town will reimburse each Employee a maximum of \$500-00 annually for the purchase of safety shoes and work clothing that meets the approval of the Director. Such reimbursement shall be made as often as the Director determines it to be justified, but in each case the Employee must present the Director with a receipt for the purchase of the shoes and/or clothing, and the shoes and/or clothing must be acceptable to the Director. Employees who are reimbursed for the purchase of safety shoes and/or clothing pursuant to this Section must wear them on the job. If an Employee purchases clothing and seeks reimbursement, the Employee will not be provided with a uniform by the Town.
- c. **Safety Shoe Standards.** All Employees shall be required to wear safety shoes on the job regardless of their assignment. The Union and the Town mutually agree that the ASTM Standard or other current standard is the applicable standard for shoes, and the parties will mutually agree to the specific standard to be applied to different job classifications.

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### Section 11.3 Snow Plowing (moved to Article 4)

~~When plowing snow or spreading of ice control materials, Employees shall be provided with a rest period of at least four (4) hours once they have been sent home. If they are required to report back within a time interval of less than four (4) hours, they shall be paid straight through at straight time from the time they were sent home as if there had been no such rest period (i.e., break in service).~~

~~This provision shall apply to all periods of time when snow plowing or spreading ice control materials are being performed whether it is during the normal hours of work or on overtime. This provision shall not apply when Employees have not been engaged in snow plowing or spreading of ice control materials between 12:00 noon and the end of the normal work day.~~

### Section 11.4 Ice-control Material Loading.

The Director will make every effort to assign an Employee to the "ice-control materials loading area" during active snow and ice control operations to assist in the loading process.

### Section 11.5 ~~Automotive~~ Mechanics' Tool Allowance

Employees regularly assigned to the following positions shall be eligible for annual tool allowances to compensate for the wear and loss of their personal mechanic's tools incurred in the performance of their job duties:

Equipment Mechanic:	<u>\$300-400</u>
Equipment Mechanic II:	<u>\$300-400</u>
Facilities Maintenance Mechanic:	<u>\$400</u>
Building Maintainer:	<u>\$150</u>

#### **Section 11.6 Reasonable Accommodation under ADA**

It shall not be a violation of this Agreement for the Town to apply different terms, conditions, or privileges of employment for any Employee when it is necessary for the Town to provide a reasonable accommodation to that Employee pursuant to its obligations under the Americans with Disabilities Act of 1990, as amended. The Town will confer with the Employee and the Union before providing any such reasonable accommodation to the Employee. Actions taken by the Town pursuant to its obligations under said Act shall not be subject to the grievance procedure set forth in Article 14 of this Agreement.

#### **Section 11.7 Return to Work Program**

Nothing in this Agreement shall be construed or applied to prevent the Town from establishing and implementing a return-to-work program, including, but not limited to, managed care and light-duty requirements, with respect to any Employee who has been disabled by a compensable injury under Workers' Compensation or a non-compensable illness or injury. A grievance concerning the suitability of a light-duty assignment may be initiated and pursued in accordance with Article 14, Grievance Procedure, of this Agreement.

#### **Section 11.8 Safety and Working Conditions**

An employee who is granted Worker's Compensation benefits shall receive his/her regular pay for six (6) months and the Town will be 100% responsible for supplementing the ~~workers' compensation~~ Workers' Compensation benefits.

After six (6) months, the employee will continue to receive ~~workers' compensation~~ Workers' Compensation payments but the percentage of the supplementation of the payments for an employee to receive his/her regular pay will be in accordance with the following schedule:

After six (6) months, the Town will be responsible for supplementing the employee's ~~workers' compensation~~ Workers' Compensation benefit up to 80% of the employee's pay and the employee can use accrued sick leave to continue to receive the remaining 20% of his/her regular pay.

After nine (9) months, the Town will be responsible for supplementing the employee's ~~workers' compensation~~ Workers' Compensation benefit up to 75% of the employee's pay and the employee can use accrued sick leave to receive the remaining 25% of his/her regular pay.

After twelve (12) months, the Town will no longer be required to supplement the employee's ~~workers' compensation~~ Workers' Compensation benefit and the employee must use accrued sick leave to continue to receive his/her regular pay.

If an employee has depleted all of his/her accrued sick leave, he/she may use any other accrued leave time to supplement his/her ~~workers' compensation~~ Workers' Compensation payments. An employee who does not have sufficient accrued leave time to supplement his/her ~~workers' compensation~~ Workers' Compensation benefit shall only receive the statutorily required workers'

compensation benefit

**ARTICLE 12**  
**DISCIPLINE AND DISCHARGE**

**Section 12.1 Just Cause**

No Employee shall be discharged or suspended without pay except for just cause. An Employee who is disciplined in any manner directly resulting in a loss of pay shall have recourse to the Grievance and Arbitration Procedures set forth in Article 14 hereof. Any Employee who receives lesser discipline shall also have recourse to such Grievance Procedures, but shall not be permitted to process such grievance beyond Step 2.

**Section 12.2 Discipline**

The Town shall provide the Union with a copy of written disciplinary warnings which it issues to Employees.

**Section 12.3 Discipline and Discharge**

Any Employee who receives a written reprimand or a written notice of disciplinary suspension or discharge may submit a written rebuttal to his or her supervisor within ten (10) calendar days of receiving said written reprimand or written notice of disciplinary suspension or discharge. Said rebuttal shall be placed in the Employee's personnel file. In the event of arbitration pursuant to Section 14.2, the Union and the Town shall have the right to submit evidence relating to any written reprimand or written notice of disciplinary suspension or discharge and any written rebuttal thereto.

**ARTICLE 13**  
**NO STRIKE/LOCKOUT**

The Union and its officers, on behalf of themselves and the Employees in the bargaining unit, agree that they will not engage in, encourage or tolerate any strike, picketing, leafleting, slowdown, sit-down or any interruption of work in any form for the term of this Agreement.

## ARTICLE 14 GRIEVANCE PROCEDURE

### Section 14.1 Definitions

- a. A "Grievance" is hereby defined as a written claim by an Employee or the Union that a specific provision expressed in this Agreement has been violated, misinterpreted or misapplied by the Town.
- b. A "Grievant" is hereby defined as any Employee and the Union who files a Grievance.
- c. "Day" wherever it appears in this Article is hereby defined as a day on which the Employee is scheduled to work (excluding overtime work).

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### Section 14.2 Procedure

All Grievances shall be processed exclusively in accordance with the following procedure:

#### a. Step 1: Director

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- (1) Within seven (7) days after the alleged event on which the Grievance is based or within seven (7) days after the Grievant first knew or should have known of the alleged event on which the Grievance is based, whichever is later, the Grievant must submit the Grievance to the Director directly or through the Union Steward. The Grievance must set forth a brief description of the claim(s) on which the Grievance is based and specify the Section of this Agreement allegedly violated, misinterpreted or misapplied.
- (2) The Director shall, within seven (7) days after receipt of the Grievance, take one or more of the following steps: (a) confer with the Grievant in an attempt to resolve the Grievance, (b) answer the Grievance in writing with or without such a conference, and/or (c) direct the Grievant to proceed to the next step.

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#### b. Step 2: Town Administrator

- (1) If the Grievance is not resolved at Step 1, and the Grievant wishes to proceed further, the Grievant shall submit the Grievance to the Town Administrator within seven (7) days after receipt of the response to the Step I Grievance, or in the absence of such response, within seven (7) days after the time provided the Director for giving such a response.
- (2) The Town Administrator or his/her designee shall, within seven (7) days after receipt of the Grievance confer with the Grievant in an attempt to resolve the Grievance. If the Grievance is not resolved, the Town Administrator or his/her designee shall set out the Town's position in writing and deliver same to the Grievant within seven (7) days following the conference.

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#### c. Step 3: Arbitration

-If the Grievance is not resolved at Step 2, and the Union wishes to proceed further, the Union must file a Demand for Arbitration to the American Arbitration Association subject to the following terms and conditions:

- (1) The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right benefit or obligation not expressly set forth in this agreement.

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- (2) The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Town Administrator, postmarked within the ten (10) working days immediately following the Grievant's receipt of the Town Administrator's response at Step Two.
- (3) The Arbitration must be in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in existence at the time the Demand for Arbitration is filed.
- (4) The Demand for Arbitration must be limited to the same Grievance submitted to the Town Administrator at Step Two.
- (5) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Town violated, misinterpreted or misapplied the specific provision of this Agreement alleged in the Grievance. The Arbitrator will have authority to render awards consistent with the provisions of this Agreement and the aforesaid rules.
- (6) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
- (7) The cost of the arbitration (including Arbitrator's fees and hearing room rental, if any, but excluding lawyer's costs and any other costs incurred exclusively by one party) will be shared equally by the Town and the Union.
- (8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Town and the Union agree, on a case-by-case basis, to allow the Arbitrator to do so.

#### **Section 14.3 Effect of Time Limits**

The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Town and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next step provided they do so within the time limits set forth herein.

#### **Section 14.4 Representation**

- a. Grievant will be permitted to be accompanied by the Union steward and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Steward will be permitted.
- b. One (1) Union representative may attend a grievance or arbitration hearing without loss of pay, provided that the representative shall be paid only if the hearing takes place when the representative is regularly scheduled to work.

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#### **Section 14.5 Union Grievance**

The Union may file a Grievance at its own initiative only if the alleged facts on which the Grievance is based directly affect Employees in different departments or the bargaining unit as a whole, such as, for example, a claim that the Town failed to observe a holiday recognized by this Agreement. Grievances filed by the Union must be filed directly with the Town Administrator, but

in all other respects must comply with the provisions of this Agreement.

**Section 14.6 Officers of Union; Means of Notification**

The Union shall keep the Town Administrator and Directors supplied with a current list of its officers and a current Union address and telephone number. All notices that the Town is required by this Article to provide to the Union President shall be deemed provided if the notices are mailed to the Union President, at the address he or she has supplied, via U.S. Mail, postage prepaid, ~~or~~ upon hand delivery/Town interdepartmental mailing; or upon written request of the Union President, via electronic transmission (e-mail) or by telephonic facsimile (fax).

**Section 14.7 Sole Procedure**

The grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving grievances.



## ARTICLE 15 SENIORITY

### Section 15.1 Seniority Defined

Seniority is defined as an Employee's total continuous service with the Town in a position covered by this Agreement beginning with his first day of work in a position covered by this Agreement. Seniority shall be applied only where, specifically provided for in this Agreement.

### Section 15.2 Seniority List

The Town shall prepare and keep current a seniority list, a copy of which shall be provided to the Union whenever it is updated.

### Section 15.3 Probationary Period

Employees shall be on probation for their first ~~sixteen-six~~ (+6) ~~weeks-months~~ of employment, beginning with their first day of work.

### Section 15.4 Layoff

-In the event the Town decides to reduce the number of Employees in the bargaining unit by layoff, the Town shall determine the classifications in which the layoffs will occur. Within the classifications to be reduced, the Town shall lay off Employees in reverse order of their seniority (i.e., the least senior Employee in the classification will be laid off first), provided those Employees remaining in the classification are qualified, in the reasonable judgment of the Town, to perform the work remaining after the layoff. A laid off Employee shall be given the opportunity to:

- a. fill an available vacancy in a lower-rated job classification provided he or she is qualified, in the reasonable judgment of the Town, to perform the required work; or
- b. "bump" the least senior Employee in a lower-rated job classification who has less seniority than the laid off Employee, provided the laid off Employee is qualified, in the reasonable judgment of the Town, to perform the required work.

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### Section 15.5 Recall

Employees laid off after successful completion of their probationary periods of employment will be eligible for recall to the positions which they are qualified to perform, if such positions become available during their respective recall periods, according to the following terms and conditions:

- a. an Employee's recall period will equal the length of his or her most recent period of employment in a bargaining unit position, up to a maximum of one year following the date of layoff;
- b. recall to such positions will be in reverse order of layoff;
- c. Employees eligible for recall must be qualified, in the reasonable judgment of the Town, to perform the work of the available position at the time of recall;
- d. prior to posting a vacant position, the Town will mail recall notices to the laid off Employees who are eligible for recall to such position;
- e. the Town's recall obligation will be fully satisfied by its mailing the recall notice to the

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Employee's address on its records;

- f. recalled Employees must report to work when scheduled or within five (5) normal work days following the date of the recall notice, whichever is later.

#### Section 15.6 Loss of Seniority

An Employee shall lose his or her seniority if he or she:

- a. quits;
- b. is discharged for cause;
- c. retires;
- d. is absent without reporting for three (3) consecutive days without a satisfactory reason;
- e. rejects recall to the position from which he or she was laid off or fails, within five (5) normal work days following date of notice of recall to such position, to submit to the Town written notice of acceptance of recall;
- f. fails to return from a period of absence or leave when scheduled without a satisfactory reason;
- g. accepts employment elsewhere, without prior approval of the Town, while on a leave of absence.

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#### Section 15.7 Vacancies

Available vacancies in bargaining unit positions which the Town decides to fill on a regular basis shall be posted internally for a period of at least ~~seven-five (75)~~ calendar days prior to filling the vacancy on a regular basis and advertising the vacancy externally. Employees who wish to apply for a posted vacancy must apply in writing in accordance with the instructions on the posting. To be given consideration as an internal "Employee Applicant," a complete application must be submitted by an Employee within the first ten (10) calendar days of the position being posted internally. Applications submitted by an Employee during the external posting period will not be given special consideration as an internal "Employee Applicant." Nothing herein will prohibit the Town from filling a vacancy on a temporary basis from any source.

#### Section 15.8 Promotions

- a. Where practicable, the Town will consider Employee applicants before it considers non-Employee applicants. If Employee-applicants are, in the reasonable judgment of the Town, qualified for the position, the Town will offer the position to the Employee-applicant who, in its reasonable judgment, is the most qualified for the position. If the Town determines that two (2) or more Employee-applicants are equally the most qualified, the Town shall offer the position to such applicants in the order of their seniority. If the Town, in its reasonable judgment, has grounds to conclude that the Employee-applicants are not qualified, the Town will be free to consider applicants from any source, including applicants not then employed by the Town, and to offer the position to the applicant who, in its reasonable judgment, is the most qualified for the position.
- b. **Probationary Period before Promotion is Final.** Any Employee assigned to a vacancy pursuant to this provision will be on probationary status for ninety (90) working days. If, during this probationary period, the Employee is determined, in the reasonable judgment of the

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| Director, to be unsatisfactory in performing the required work, the Employee will be returned to his or her former position. -Nothing in this paragraph shall limit the Town's right to fill any vacancy on a temporary basis with either a current Employee or a new Employee.

**ARTICLE 16  
DURATION**

**Section 16.1 Effective Date**

This Agreement shall become effective upon approval of the RTM on ~~September 28,~~  
~~2015~~February 26,  
2018.

**Section 16.2 Expiration**

~~Section 16.2~~ The Agreement shall be effective from July 1, ~~2014~~2017 through June 30,  
~~2017~~2020.

IN WITNESS WHEREOF, the parties have hereto signed their names on this ~~4<sup>th</sup>~~10<sup>th</sup> day of  
~~October~~January ~~2015~~2018.

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TOWN OF DARIEN

DARIEN PUBLIC WORKS  
EMPLOYEES' UNION, LOCAL 1303-292  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

By: Kathleen C. Buch  
~~Its~~ Town Administrator

By: Troy Raccuia  
AFSCME Staff Representative

## APPENDIX A WAGES

### Section A.1. Grade Step and Schedule – FY 2017-18 and Retroactive Adjustment

Employees actively employed by the Town on the date this Agreement is ratified by the Union will receive, not later than thirty-six (36) days weeks from the date this agreement is approved by the RTM, retroactive pay equal to 2.25% applied to the wages they have earned on and after July 1, 2014-2017, to and including the date on which this Agreement is approved by the RTM. Thereafter, Employees shall receive pay in accordance with the schedules set forth in Sections A.2, and A.3.

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Effective July 1, 2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Grade 1</b> Laborer Parking Ranger	\$22.71	\$23.39	\$24.08	\$24.81	\$25.54	\$26.32	\$27.10
<b>Grade 2</b> Custodian Facilities Maint. Laborer	\$23.85	\$24.53	\$25.28	\$26.03	\$26.80	\$27.60	\$28.44
<b>Grade 3</b> Custodian II Parking Ranger II Waste Systems Operator	\$25.02	\$25.75	\$26.51	\$27.34	\$28.15	\$28.97	\$29.87
<b>Grade 4</b> Parks Maintainer Scale Operator Wastewater Mechanic	\$26.24	\$27.01	\$27.83	\$28.65	\$29.52	\$30.42	\$31.32
<b>Grade 5</b> Laborer/Driver I Parking Crew Leader Parking Ranger/Driver I Recycling Attendant	\$27.52	\$28.35	\$29.18	\$30.05	\$30.94	\$31.87	\$32.84
<b>Grade 6</b> Equipment Mechanic Equipment Operator Laborer/Driver II Solid Waste Equipment Op.	\$28.88	\$29.73	\$30.61	\$31.52	\$32.47	\$33.46	\$34.45
<b>Grade 7</b> Head Custodian Mason/Equipment Operator Parks Supervisor	\$30.31	\$31.22	\$32.15	\$33.09	\$34.06	\$35.09	\$36.17

Effective July 1, 2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Grade 8</b> Equipment Mechanic II Equipment Operator II Skilled Laborer/Equipment Operator Wastewater System Supervisor I	\$31.79	\$32.74	\$33.69	\$34.73	\$35.75	\$36.83	\$37.91
<b>Grade 9</b> Wastewater System Supervisor II	\$33.39	\$34.38	\$35.38	\$36.45	\$37.55	\$38.66	\$39.83
<b>Grade 10</b> Highway Foreman Master Mechanic Senior Equipment Operator	\$35.05	\$36.08	\$37.18	\$38.26	\$39.42	\$40.58	\$41.80

**Section A.2. Grade and Step Schedule - FY ~~2015~~2018-1619.**

Effective July 1, ~~2015~~2018 Employees will be paid for time they work, respectively, at the regular straight-time hourly rates set forth for the Grade and Step to which they are assigned, as follows:

Effective July 1, 2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Grade 1</b> Laborer Parking Ranger	\$23.22	\$23.92	\$24.62	\$25.37	\$26.11	\$26.91	\$27.71
<b>Grade 2</b> Custodian Facilities Maint. Laborer	\$24.39	\$25.08	\$25.85	\$26.62	\$27.40	\$28.22	\$29.08
<b>Grade 3</b> Custodian II Parking Ranger II Waste Systems Operator	\$25.58	\$26.33	\$27.11	\$27.96	\$28.78	\$29.62	\$30.54
<b>Grade 4</b> Parks Maintainer Scale Operator Wastewater Mechanic	\$26.83	\$27.62	\$28.46	\$29.29	\$30.18	\$31.10	\$32.02
<b>Grade 5</b> Laborer/Driver I Parking Crew Leader Parking Ranger/Driver I Recycling Attendant	\$28.14	\$28.99	\$29.84	\$30.73	\$31.64	\$32.59	\$33.58
<b>Grade 6</b> Equipment Mechanic Equipment Operator Laborer/Driver II Solid Waste Equipment Op.	\$29.53	\$30.40	\$31.30	\$32.23	\$33.20	\$34.21	\$35.23
<b>Grade 7</b> Head Custodian Mason/Equipment Operator Parks Supervisor	\$30.99	\$31.92	\$32.87	\$33.83	\$34.83	\$35.88	\$36.98
<b>Grade 8</b> Equipment Mechanic II Equipment Operator II Skilled Laborer/Equipment Operator Wastewater System Supervisor I	\$32.51	\$33.48	\$34.45	\$35.51	\$36.55	\$37.66	\$38.76
Effective July 1, 2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7

<b>Grade 9</b>	\$34.14	\$35.15	\$36.18	\$37.27	\$38.39	\$39.53	\$40.73
Wastewater System Supervisor II							
<b>Grade 10</b>	\$35.84	\$36.89	\$38.02	\$39.12	\$40.31	\$41.49	\$42.74
Highway Foreman							
Master Mechanic							
Senior Equipment Operator							



**Section A.3. Grade and Step Schedule - FY ~~2016~~2019-1720.**

Effective July 1, ~~2016~~2019 Employees will be paid for time they work, respectively, at the regular straight-time hourly rates set forth for the Grade and Step to which they are assigned, as follows:

Effective July 1, 2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Grade 1</b> Laborer Parking Ranger	\$23.68	\$24.40	\$25.11	\$25.88	\$26.63	\$27.45	\$28.26
<b>Grade 2</b> Custodian Facilities Maint. Laborer	\$24.88	\$25.58	\$26.37	\$27.15	\$27.95	\$28.78	\$29.66
<b>Grade 3</b> Custodian II Parking Ranger II Waste Systems Operator	\$26.09	\$26.86	\$27.65	\$28.52	\$29.36	\$30.21	\$31.15
<b>Grade 4</b> Parks Maintainer Scale Operator Wastewater Mechanic	\$27.37	\$28.17	\$29.03	\$29.88	\$30.78	\$31.72	\$32.66
<b>Grade 5</b> Laborer/Driver I Parking Crew Leader Parking Ranger/Driver I Recycling Attendant	\$28.70	\$29.57	\$30.44	\$31.34	\$32.27	\$33.24	\$34.25
<b>Grade 6</b> Equipment Mechanic Equipment Operator Laborer/Driver II Solid Waste Equipment Op.	\$30.12	\$31.01	\$31.93	\$32.87	\$33.86	\$34.89	\$35.93
<b>Grade 7</b> Head Custodian Mason/Equipment Operator Parks Supervisor	\$31.61	\$32.56	\$33.53	\$34.51	\$35.53	\$36.60	\$37.72
<b>Grade 8</b> Equipment Mechanic II Equipment Operator II Skilled Laborer/Equipment Operator Wastewater System Supervisor I	\$33.16	\$34.15	\$35.14	\$36.22	\$37.28	\$38.41	\$39.54
<b>Grade 9</b>	\$34.82	\$35.85	\$36.90	\$38.02	\$39.16	\$40.32	\$41.54

Wastewater System Supervisor II							
<b>Grade 10</b>	\$36.56	\$37.63	\$38.78	\$39.90	\$41.12	\$42.32	\$43.59
Highway Foreman							
Master Mechanic							
Senior Equipment Operator							

Effective July 1, 2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
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~~EXHIBIT 1~~ APPENDIX B  
PENSION

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NOW THEREFORE, the Town and Union agree as follows:

1. Section 50-91 of the Darien Code of Ordinances shall be amended to include the following language:

Effective July 1, 2017, no annual retirement benefit shall exceed a maximum of seventy percent (70%) of the employee's "average annual compensation" as defined in Section 50-36.

Notwithstanding the above:

Employees with at least twenty-five (25) years of credited service in the pension plan on 7/1/17 shall not receive an annual retirement benefit plan that is greater than:

1. seventy-five percent (75%) of the employee's "average annual compensation"

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or

2. the percentage of the employee's "average annual compensation" that he/she would have been entitled to receive had he/she retired on 7/1/17.

~~2-~~ The parties agree that the earliest date that either party may demand to make any additional changes to the Town of Darien Retirement System is earlier of the window period concurrent with the expiration of the Collective Bargaining Agreement between the Town of Darien and the Union which succeeds the current agreement (July 1, 2014 – June 30, ~~2018~~2017) or between January 1 and January 31, 2020.

~~3-~~ All terms and conditions in the Town Retirement System as codified in Chapter 50 of the Darien Town Ordinance shall remain in full force and effect except as modified, changed, or replaced in accordance with the terms of this Stipulation.

~~ADDENDUM~~ APPENDIX C

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Add Town's policy to contract with the following addition  
ADDENDUM TO TOWN OF DARIEN SUBSTANCE ABUSE TESTING POLICY  
FOR DRIVERS OF COMMERCIAL MOTOR VEHICLES

DISCIPLINARY CONSEQUENCES FOR ENGAGING IN PROHIBITED CONDUCT

A Commercial Driver's License;

The first positive test will result in a three (3) day unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as a condition of continued employment. The employee shall also be subject to all the requirements of the Federal Regulations regarding follow-up drug and alcohol testing.

If the employee tests positive for a second time, the employee shall be suspended for five (5) unpaid days, be demoted to a laborer, and be reevaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing. The employee shall not be eligible for any promotion or assignment that would require the employee to drive for a ten year period.

If an employee tests positive for a third time, the employee shall be terminated.

This agreement does not limit the Town's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.

If the employee refuses to take the test or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

If an employee voluntarily admits he/she has a problem, and such admission is not the result of an impending test, the employee will be referred to EAP with no disciplinary action.

Any employee who seeks treatment for any drug or alcohol problem shall be required to use all accrued sick leave. In the event they exhaust sick leave, they can use any other accrued leave time, while seeking treatment for such condition. Upon successful completion of treatment and a written statement to that effect to the Department, the employee shall be returned to active status without reduction in pay.

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#### APPENDIX D

#### TRANSITION TO NEGOTIATED PAY PERIOD CHANGES

Pursuant to negotiated changes in Section 5.1(a) of the collective bargaining agreement, effective beginning April 8, 2018, the pay period will change from weekly to two (2) weeks in length beginning on a Sunday and ending on a Saturday fourteen (14) days later. Effective check date April 26, 2018, payment of wages shall be solely through Direct Deposit on the Thursday after the end of the pay period. Each Employee who is currently active and was on the payroll on July 1, 2017, shall receive a one-time lump sum payment of \$750 in the April 26, 2018, paycheck for the transition from the weekly to biweekly payroll period. In the event that both of the other two Town bargaining units agree to move to a Friday check date, Employees of this bargaining unit will also go to a Friday check date.

*(these transition dates are tentative and subject to discussion with the union)*

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